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December 20, 2023

Rudolph W. Giuliani  
45 East 66<sup>th</sup> Street  
New York, New York 10065

Re: **Retainer Agreement**

Dear Mr. Giuliani:

This is to memorialize the agreement between Rudolph W. Giuliani (“you” or “Debtor”) and this firm (the “Firm”) under which the Firm will advise, counsel and represent the Debtor in connection with the preparation and filing of a petition for reorganization under Chapter 11 of the Bankruptcy Code. The scope of the representation includes the ordinary and customary components of an individual Chapter 11. Excluded from this retention is any representation for litigation outside of the Bankruptcy Court, or if such litigation is removed to the Bankruptcy Court, and any appeals in any Court. Representation of these matters will need to be handled by special counsel engaged by the Debtor.

You shall be billed at the Firm’s 2024 hourly rate of \$585-\$675 per hour for partners, \$425-\$510 per hour for associates, and \$210 per hour for paralegals, and at such rates as the Firm, from time to time may fix (increases usually occur in January of each year). You have agreed to pay us an initial retainer of \$70,000.00 for this matter, which includes the filing fee of \$1,738.00. To be clear, the retainer is a deposit and does not represent the total cost of this engagement.

In addition to any legal fees, you agree to reimburse the Firm for any reasonable and necessary out-of-pocket disbursements such as court fees and costs, travel, photocopying, etc. From time to time the Firm may furnish you with an itemized statement of fees and expenses incurred.

This retainer agreement must be disclosed and will be subject to the applicable provisions of the Bankruptcy Code and the local court rules. In that connection, the Firm retains the right to seek additional compensation pursuant to the provisions of the Bankruptcy Code. Nothing in this letter shall prevent the Firm from changing its rates, consistent, with the Firm’s usual practices, and the Firm may seek compensation in excess of its hourly rates to the extent appropriate under applicable law in any application made to the Bankruptcy Court.

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(by appointment only)

We shall represent you in connection with the above matter. We shall also provide such other legal advice, counsel, and services as may, in our opinion, be necessary or proper in connection with the bankruptcy procedures.

The Firm shall keep you informed of the status of your case, and agree to explain the laws pertinent to your situation, the available course of action, and the attendant risks. The Firm shall notify you promptly of any developments in your case, including court appearances, and will be available for meetings and telephone conversations with you at mutually convenient times.

You have been made aware that you are retaining the Firm, in its entirety, and not one individual attorney. As such, at varying times, at the discretion of the Firm, but to no detriment to you, the Firm may assign different obligations in your case to different individuals, either out of necessity or because a single individual is best suited to handle the assigned task.

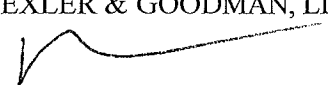
**We have discussed with you the difficulties related to all bankruptcy matters and you are aware that despite all of our efforts on your behalf, there can be no assurance or guarantee of the outcome of this matter.**

You must fully cooperate with the Firm and provide all information relevant to the issues involved in this matter. The Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are appropriate and reasonable. However, because of the uncertainty of legal proceedings, the interpretation and changes of law and many unknown factors, we as attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

If you find the foregoing constitutes a correct and complete statement of the agreement under which the firm has been retained by you, please execute the agreement in the space provided below.

**Please be aware that representation does not commence until such time as the signed retainer letter and the full retainer payment are received.**

Very truly yours,  
BERGER, FISCHOFF, SHUMER,  
WEXLER & GOODMAN, LLP

  
Heath S. Berger, Esq.

AGREED & ACCEPTED

  
Rudolph W. Giuliani